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No 1 for 848.

Watson Man: no Gray

Watson Man: no Gray
Watson Man: no Gray

Date March 2 1885

—AGREEMENT—

—BETWEEN THE—

WATSON & MANUF.G. CO.,

LIMITED.

OF AYR, ONT., CANADA.

—AND—

Benjamin Wood

—OF—

Clinton

TERRITORY:

Clinton

Agent's Nearest Express Office

Nearest Freight Station..... "

Nearest Telegraph Office..... "

Nearest Bank..... "

THE G. N. W. TELEGRAPH Co.

Have an Office in the Works of the Watson Manufacturing Co.

RECORDER PRINT, AYR.

CONTRACT.

This Agreement, made the Second day of February,

One Thousand Eight Hundred and 84, between THE WATSON MANUFACTURING COMPANY (Limited), their Heirs, Executors, Administrators, or Assigns, of the VILLAGE OF AYR, in the Township of North Dumfries, in the County of Waterloo, and Province of Ontario, MANUFACTURERS, of the first part, and Brudenell and of the Village of Clinton, in the County of Elgin, and Province of Ontario, of the second part,—

Witnesseth, That whereas the said WATSON MANUFACTURING COMPANY (Limited), being desirous of extending their business, hath appointed, and by these presents doth appoint, the said party of the second part, AGENT FOR THE SALE OF THEIR MACHINES AND MANUFACTURES for the Season ending October, in the following place and territory only, that is to say:—

Goderich and Ingersoll Townships

15510

Now this Agreement Witnesseth, That in consideration of the premises and of the conditions hereinafter named, the party of the second part hereby covenants to and with the said parties of the first part, their heirs, executors, administrators or assigns, in manner following, that is to say:

1.—THAT he will at all times during the continuance hereof use his best endeavours, and give his time and attention to sell and dispose of the Implements, Machines, and Manufactures of the said parties of the first part, in the territory aforesaid, and will at all times thoroughly canvass said territory for the purpose of making sales, and will not give his time to the sale of any other Machines, Implements, or Manufactures of same class than those of the said parties of the first part.

2.—THAT he will account for such Manufactures according to price-list hereinafter stated in this contract, and made part of same, and will properly set up and start all machines he sells; and that he will pay 7 per cent. interest on all notes which fall due after 1st January, 1880, that do not bear interest.

3.—THAT he will take notes or cash for such Machines or other Manufactures sold by him, according to the printed instructions of the said first parties, on reverse side of this sheet, which are hereby declared to form part of this agreement, as if the same had been embodied herein, and will make returns of such notes or cash within ten days after the receipt of the same, and that he will not at any time, or on any account, sell to any person or persons who at the time of such sale is or are not considered perfectly solvent.

4.—THAT no compensation is to be paid or payable on any sale or sales from which no collections can be made, and in case of commission having been paid thereon, such commissions shall be refunded by the second party to the said first parties on ascertaining the fact that such collections cannot be made; and that no commissions are to be paid or payable on sales made by said second party after the supply of the article sold has been exhausted at the Works of the said first parties, although no notice of the fact has been communicated to the said second party.

5.—THAT it shall be at the option of the said first parties to fill any order sent by the second party, and no commission shall be paid or payable on sales in which the orders therefor have not been filled.

6.—THAT full returns of sales and true statement of stock on hand shall be made and furnished by the said second party to the said first parties by the FIRST DAY OF OCTOBER IN EACH YEAR, and the party of the second part hereby agrees that for all returns so unaccounted for he shall pay 10 per cent. interest per annum for the expired time, and it is particularly understood and agreed by and between the parties hereto, that the said party of the second part is not in any event to retain or use any moneys received by him for sales, for any purposes whatsoever, and also that the said first parties may terminate these presents and the agency hereby created at any time, by written notice to said party of the second part; and that said party of the second part is not authorized hereby to sign, give, or make any bills or notes in the name of the said first parties, or in any way or manner pledge their credit by means of such agency.

7.—THAT the second party will at all times render any required assistance to secure the payment of any money due, or to become due, upon notes or other securities taken upon the sale of Machines made by said second party in all cases where the said first parties have reason to believe the security for the payment thereof is doubtful.

8.—It is expressly understood between the Watson Manufacturing Company (Limited) and the said party of the second part, and the public are so notified, and this agreement is made and accepted as a Commission Contract, meaning that all Machines and Repairs consigned to said party of the second part are held as the property of and subject to the order of the Watson Manufacturing Co. (Limited).

Signed, Sealed and Delivered
—IN THE PRESENCE OF—
David H. Melius

Watson Mfg Co
(Per) John Michan
Benjamin Wood

Know all Men by these Presents, that I, William Gray of the
City of London, in the County of Middlesex, and Province
of Ontario, am held and firmly bound unto THE WATSON MANUFACTURING COMPANY
(Limited), in the above agreement named, in the penal sum of ~~Two hundred~~ dollars,
to be paid to the said WATSON MANUFACTURING COMPANY (Limited), their certain attorneys or assigns,
for which payment well and truly to be made I bind myself, my heirs, executors, and administrators forever, firmly
by these presents, sealed with my seal, and dated this Second day of February,
One Thousand Eight Hundred and Eighty four.

Whereas, the above bounden William Gray has, in consideration of the said
WATSON MANUFACTURING COMPANY (Limited) appointing Benjamin Wood
in the said above agreement named, his Agent for the place and territory in said above agreement set forth, agreed
to become security for the due return of all moneys, notes, bills, and other securities for money taken by him in
course of his agency for the said WATSON MANUFACTURING COMPANY (Limited), and on the termination
of such agency deliver up to the said WATSON MANUFACTURING COMPANY (Limited), all stock in hand,
goods and chattels and property of whatever kind belonging to them, and in other respects carry out the above
agreement according to the true intent and meaning hereof. Now, the condition of the above written bond or
obligation is such, that if Benjamin Wood, in the above agreement named, do and shall
at all times hereafter well and truly pay and return to the said WATSON MANUFACTURING COMPANY
(Limited) all moneys, notes, bills, and other securities and evidences for money received or taken by him in the
course of his agency, and shall in other respects perform the said agreement according to the true intent and
meaning thereof, then the above bond or obligation shall be void, otherwise it shall remain in full force and effect.

SIGNED, SEALED, AND DELIVERED IN PRESENCE OF

David H. Melius William Gray

—PRICE LIST:—

NAME OF MACHINE.	—TIME PRICE.—		Cash when started not later than Oct 1, after sale	
	To Customers.	To Agents.	To Customers.	To Agents.
WATSON'S DEERING TWINE HARVESTER.	275	245	25-1/2 to 200 Oct 1	235-1/2 to 215
LION REAPER.....		80		70
GLEANER AND BINDER.....				
HUMMING BIRD MOWER.....		60		55
GEM MOWER.....		60		55
WATSON RAKE.....		23		21
REPAIRS.....		200		
.....				
.....				
.....				

NOTE.—THE WATSON MANUFACTURING COMPANY (Limited) reserve the right of selling to any person residing in the above-named territory who may apply to them personally or by letter, and in the event of any sales being so made, only one-half the commission will be allowed, and that only if the Agent occupying the territory be employed to set up, start, and settle for said machine. If, however, full and satisfactory evidence is produced within one month from date of such sale that the Agent had called upon and solicited the party for his order before he applied to us, and that his application or letter was the result of the Agent's canvass, then full commission will be allowed.

Commissions in full, payable on sales made under this agreement, will be the difference between the price to customers and the price to Agents, as above. If sales are made differing in prices and terms from those mentioned in this agreement (whether such sales may have been authorized or not), commissions will be adjusted accordingly, it being understood that the net amounts received by THE WATSON MANUFACTURING COMPANY (Limited) must not, in any case, be less than the prices to Agents above. And such net amount must be in cash or customers' notes, and must not include ANYTHING taken in trade. Cash prices will not be allowed Agents unless the cash for such sales has reached the Office before October 1st.

GENERAL INSTRUCTIONS TO AGENTS

Acting under the within Contract referred to therein, and forming part of said Contract.

In order to have a general and uniform system of doing business with Agents, and to facilitate the working of Agencies generally, it is necessary that you should adhere to the following instructions, and deviate from them in no particular without first writing to the Watson Manufacturing Company (Limited) for authority: —

IN SELLING,

- 1.—Have a thorough understanding with purchasers in each case, and see that the same be embodied in the order, as no verbal contract will be recognized.
- 2.—Adhere as strictly as possible to the price-list furnished, for should you at any time make a sale under price, we cannot make any reduction from the net price.
- 3.—Sales are not to be made to renters or to Indians, except for cash on delivery, or with such security as may be approved by us in writing. A disregard of this part of our instructions will render you liable for the whole price of goods.

DELIVERING AND STARTING MACHINES.

- 4.—In delivering a machine, be careful to see that all of the pieces have corresponding numbers.
- 5.—You should see that the parts are properly attached, that the nuts are all drawn tight, the bearings well oiled, and that the knife and gearing move freely before the machine is started. A little attention at this time will save trouble afterwards.
- 6.—Should any machine fail to fill warranty, it will be from cause of imperfect understanding and operation of machine. If any point arises regarding machine that you do not fully understand, and we cannot explain to remedy the difficulty either by letter or telegram (as the case may require), we will upon application send a man from our Works to adjust machine. If the trouble arises from imperfection of machine in construction, or otherwise, the expense will be borne by us; if from ignorance or carelessness on your part, the expense to be paid by you; but in no case will you allow a machine to be returned. Every machine will work as guaranteed if properly set up and operated.
- 7.—You should settle with all customers promptly. Mowers and reapers should be settled for when started.
- 8.—When sample machines are shipped to Agents, they must take the same from the station and take proper care of them, as they will be held responsible for any loss or depreciation in value to goods arising therefrom, and in no case will second samples be sent until returns are made for the first.
- 9.—Orders must be taken for all machines sold, and forwarded to the Office before machine will be furnished. In exceptional cases only will we forward machine ordered by telegraph before receipt of regular order, properly signed by purchaser.
- 10.—Agents are required to keep a correct account of all machines sold, separate and apart from their other accounts, a copy of which must be forwarded when requested, and forwarded before the 1st October each year, together with a detailed statement of all repairs and goods on hand.
- 11.—TELEGRAMS.—We will not pay any charges for telegraphing, except for answers to messages sent by us, or unless it be in reference to parts short on machines shipped by us.
- 12.—FREIGHTS on machines will be prepaid to any central point. When not prepaid it will be allowed you at settlement upon producing unpaid freight receipts. When it is found (to be determined by the parties of the first part) that goods have been ordered in excess of sale, and it is deemed expedient to ship said goods to other points for sale, or otherwise, an amount equal to freight prepaid by parties of the first part shall be charged to the party of the second part at settlement.

TAKING NOTES.

- 13.—Use, in all cases, the Blank Notes with which we supply you. Take time to fill out all blanks in the notes *plainly and correctly*. When a signature to a note is not plainly written, write it yourself on the margin.
- 14.—When a maker is unable to write his name, and makes his mark instead of signature, same must be witnessed by at least one person.
- 15.—Make no change in the notes, for they are printed just as we want them, and must remain so.
- 16.—Never induce a farmer to think his notes can go past due, as we expect and shall require prompt payments.

BLANKS.

- 17.—Blank orders, notes and circulars will be furnished you as ordered, which in all cases you will use. Keep a supply on hand; they will always be sent when ordered, if practicable.
- 18.—We will not pay for any newspaper or other advertisement unauthorized by us; neither will we pay for any printing whatever, except that furnished by us.
- 19.—In case notes are sent us made payable at the residence of the party who gives them, two dollars will be deducted from the commission on the sale for which such notes are given, to cover the costs of presenting them for payment.
- 20.—In remitting notes always say what they have been given for, and be particular to fill out all blanks on notes, such as Lot, Concession, Township, and Post Office, and in no case alter place of payment, as all notes are made payable at the "OFFICE OF THE WATSON MANUFACTURING CO. (Limited), and may at all times be found there.

COMMISSIONS.

- 21.—Commissions will only be paid on orders for which full returns have been made.
- 22.—No commission will be paid on machines, &c., if returned. No commission will be paid on orders not accepted and filled.
- 23.—It is in some places customary to make a small discount to purchasers buying more than one article at a time for their own use; however, owing to the large margins allowed to the Agent, no further discount can be made to him, nor will any allowance be made to the Agent on old machines or other articles taken by him in trade. *Old machines, or trades of any kind, are entirely at the risk of the Agent, and he will be held strictly responsible for all such.*
- 24.—Commissions being liberal, cover all incidental expenses connected with the business of selling and collecting should the notes be sent you for that purpose, and no allowance will be made to Agents for express charges.
- 25.—You will be responsible for return of Commission on any sale not collectible, and for the amount of any goods sold and delivered by your order to parties known to be irresponsible.
- 26.—No sale is to be considered complete, so as to entitle you to a commission on it, until we have received satisfactory settlement for it by notes or cash.

REPAIRS AND DAMAGES.

- 27.—Purchasers are not ordinarily entitled to repairs free, half as often as they claim them. But where a defect in any part clearly exists, a duplicate should be furnished free, in which case you will keep the defective part on hand for our inspection, and take a receipt for the part donated, as no donations will be allowed unless you have a receipt for same. We allow no commission, freight or express charges on repairs donated. No claims for insurance, or other debatable charges on machines, while in your hands, will be allowed, unless by special agreement in writing.

28.—Repairs should be sold strictly for CASH ON DELIVERY, and must be settled for by the Agent, less his commission of 20 per cent., by the 1st of October in each year. Express charges on all repairs must be paid by the purchaser, unless to replace defective parts on new machines.

29.—In ordering repairs, particular care should be taken to give a full description of them, and the year the Machine was manufactured, referring to castings and directions for names, numbers and prices. All defective parts in new Machines, Rakes or Implements, will be replaced free first season, provided the broken parts are kept for the inspection of the General Agent in your territory.

30.—Caution customers against using other repairs than those made at the Ayr Works, for our machines, as by so doing they are apt to incur a loss and injure the reputation of the machine, as such repairs are usually made by using castings for patterns, which make those sold by others one size smaller (the shrinking of the iron), and will not fit properly.

TERITORY.

31.—To protect territory for yourself and others, no Agent must sell or offer for sale our manufactures to any party or parties residing in the territory given to some of our other Agents, at lower than regular retail prices marked in this Agreement, or such others as we may give you from time to time, either in writing or by printed circular. In case you should make such a sale, the Agent in whose territory the purchaser resides will be entitled, on prompt application, to receive from you one-half the full commission on such sale. We recommend, however, that adjoining Agents agree upon an amicable arrangement between themselves should such a case arise.

32.—You are expected to thoroughly canvass the territory assigned you, and to use all legitimate means in your power to forward our business and make sales, and also to receive any Sample Machines that may be sent you, as well as any other articles you may order, and to keep them properly stored, under cover, and in good condition, to exhibit them as publicly as possible, and not use or allow them to be used except when necessary to exhibit in making sales. In the event of your neglecting to comply with the above, you will be held accountable for any loss or depreciation in value arising therefrom.

33.—As field contests cause Agents an unnecessary amount of trouble, and their direct tendency is to cut prices, you will under no circumstances place our Machines in competition with other Machines unless you have authority from the Head Office, granted in writing. A violation of this clause will be a sufficient reason for us to immediately cancel this Agreement, and transfer the Agency to other parties.

REMARKS.

When you come in competition with other machines, always accord them their just dues. Nothing is ever made by unfairness and misrepresentation. "Whatever is made to-day is lost to-morrow." It business cannot be done honorably and just, it should not be done at all. We believe that a careful examination of our machines with others, will convince you that they can be sold on their merits, without deviating from the truth.

In shipping or returning anything to the Works, always send the shipping receipt, and write full particulars or goods will not be credited.

